

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER	PAGE 1 OF 27
2. CONTRACT NO. SP0300-03-D-2985	3. AWARD/EFFECTIVE DATE 05/29/2003	4. ORDER NUMBER	5. SOLICITATION NUMBER SP0300-02-R-4003		6. SOLICITATION ISSUE DATE 10 May 02	
7. FOR SOLICITATION INFORMATION CALL: <div style="border: 1px solid black; padding: 2px; display: inline-block;"> a. NAME Virginia E. Barnwell </div>			b. TELEPHONE NUMBER (No collect calls) (215) 737-2977		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5092 DSCP-HFOE, Prime Vendor Europe (Northern Zone)			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS	
15. DELIVER TO SEE SCHEDULE			16. ADMINISTERED BY SAME AS BLOCK #9			
17a. CONTRACTOR/OFFEROR CODE ODB096 FACILITY CODE Theodor Wille Intertrade GmbH Am Schindberg 10-16 65474 Bischofsheim / Germany 011-49-6144-499109 TELEPHONE NO. 011-49-6144-499109			18a. PAYMENT WILL BE MADE BY CODE SS33150 DFAS-Columbus DFAS-CO-SEPS P.O. BOX 182317 Columbus OH 43218-6260			
17b. <input checked="" type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	FULL LINE FOOD AND NON-FOOD DISTRIBUTION FOR AUTHORIZED CUSTOMERS IN THE NORTHERN EUROPEAN ZONE AS LISTED IN SOLICITATION SP0300-02-R-4003. ORDERING PERIOD: ONE (1) YEAR, STARTING FROM THE DATE OF THE FIRST ORDER. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$22,785,480.00		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. TWI'S OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) THOMAS E. HANEY		31c. DATE SIGNED JUN 02 2003		

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Prescribed by GSA - FAR (48 CFR) 53.212

The following documents are incorporated into this contract:

- Solicitation SP0300-02-R-4003, dated May 10, 2002
- Amendment #0001, dated June 19, 2002
- Amendment #0002, dated July 15, 2002
- Amendment #0003, dated August 7, 2002
- Amendment #0004, dated February 28, 2003
- Amendment #0005, dated April 1, 2003
- Vendor's responses dated March 16, 2003, April 7, 2003, April 14, 2003 and April 21, 2003

The Government agrees that any of the information contained therein, which is proprietary will be protected.

Contractor's item invoices are for the use of the Contracting Officer for Price Verification. The invoices are not considered to be incorporated into the contract.

NOTE: Theodor Wille Intertrade (TWI) will be required to provide the services and enhancements detailed within their Business/Technical proposal that were rated "Excellent", or otherwise perceived as enhancements (exceeded DSCP's solicitation requirements).

SUPPLIES OR SERVICES AND PRICES

SERVICES:

Theodor Wille Intertrade (TWI), as Prime Vendor for ZONE 1 – Northern Europe will provide a full line of semi-perishable, perishable and non-food products to all Northern Zone activities as listed in solicitation SP0300-02-R-4003, as amended.

With respect to ZONE I (Northern Europe), the Government does not at this time intend to award any BPAs (Blanket Purchase Agreements) for perishable items. However, the Government reserves the right to, at a future date, issue such BPAs for this Zone to accompany the Prime Vendor award to this Zone during the performance period of these contracts.

FOB TERMS:

Under normal conditions **F.O.B Destination** terms apply. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the final destination. The Contractor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR Clause, **52.247-34, F.O.B DESTINATION**.

Under special circumstances; i.e. special military exercises, **F.O.B. Origin** terms will apply. In these instances, the Government will accept product at the Prime Vendors CONUS facility (FOB Origin) and a fifty percent reduced distribution fee shall be applied. For complete definition of F.O.B. Origin, see FAR Clause, 52.247-29, F.O.B. ORIGIN. On any F.O.B. origin shipment, the prime vendor must arrange for USDA Inspection and is responsible for associated cost.

SUPPLIES OR SERVICES AND PRICES**MANDATORY ITEMS:**

A. Mandatory Food Items - The following items listed below, in stated package or any commercial packaging equivalent are mandated and must be purchased from either the National Industries for the Blind (NIB) or the National Industry for the Severely Handicapped (NISH). Refer to FAR Clause 52.208-9:

<u>NSN</u>	<u>ITEM</u>
8920-00-782-6353	Pancake Mix, No. 10 can
8920-00-823-7221	Cake Mix, Devil's Food, No. 10 can
8920-01-E09-0200	Cake Mix, Gingerbread, 6/5lb Pg
8950-01-079-6942	Paprika, Ground 3 oz., 4 oz., 4.5 oz., or 5 oz. Jar
8950-01-254-2691	Garlic Powder, 1 lb. Jar w/ anti-caking agent

Suppliers for the above mandatory food items are as follows:

1. Pancake Mix, Devil's Food and Gingerbread Cake Mixes:

Advocacy & Resources Corporation (ARC)
435 Gould Drive
Cookeville, TN
POC: Ms. Terri McRae,
Executive Director
Voice: (931) 432-5981

2. Garlic Powder and Paprika:

Unistel Continental Development Service, Inc.
650 Blossom Road
Rochester, NY
POC: Mr. Jack Pipes
Voice: (716) 224-0960 x6252

FOOD SERVICE OPERATING SUPPLIES (FSOS):

Definition: Consumable or disposable products associated with the preparation or presentation of serving food. This includes but is not limited to plastic, foam, paper goods and cleaning supplies. These are the non-food items in the Current Cataloged Items Attachment that are not identified as CARGO or Q-COG.

The following list of Food Service Operating Supplies (FSOS) items have been determined to be inclusive under the Berry Amendment Restrictions according to DFARS 225.7002-1 and 10 USC Section 2533a (2001), and must be sourced domestically (U.S.):

SUPPLIES/SERVICES AND PRICES**FOOD SERVICE OPERATING SUPPLIES (FSOS) (continued):**

LSN	DESCRIPTION	U / I
8415-01-E08-0821	APRON, Food Handlers, Plastic, White, 1000ea/cs	CS
8415-01-E08-0832	GLOVES, Latex, Protection, Long Sleeves, Size Medium, 1 pr/set	EA
8415-01-E08-0836	GLOVES, Rubber, Yellow, Ex Lrg, Size 9 to 9.5, 1 pr/set	EA
8415-01-E08-0835	GLOVES, Rubber, Yellow, Lrg, Size 8 to 8.5, 1 pr/set	EA
8415-01-E08-0837	GLOVES, Rubber, Yellow, Medium, Size 7 to 7.5, 1 pr/set	EA
8415-01-E08-0822	GLOVES, Rubber, Yellow, Small, Size 6 to 6.5, 1 pr/set	EA
8415-01-E08-0826	HAIR NET, Standard, Black, 100 ea/cs	CS
8415-01-E08-0827	HAIR NET, Standard, Brown, 100 ea/cs	CS
8415-01-E08-0708	HAT, PAPER, White, For Food Handlers, 500 ea/cs	CS
7920-01-E08-0664	MOP HEAD, Rayon, Clamp Type, 6 ea/cs	CS
7920-01-E08-0838	MOP, Cell, Sponge, 6 ea/cs	CS
7920-01-E08-0833	MOP, Sponge, Refill, 10 ea/cs	CS
330-01-E08-0805	PAD, Bakery, Cloth / Glove	EA
7920-01-E08-0834	SPONGE, Cloth, 24 ea/cs	CS
7330-01-E08-0690	THERMOMETER, Deep Fat, From 90 to +220 C	EA
7330-01-E08-0737	THERMOMETER, Grill, From 0 Deg to 500 Deg F, 2.5 inch dia	EA
7330-01-E08-0686	THERMOMETER, Oven, Bimetal, From +50 to +300 C	EA
7330-01-E08-0688	THERMOMETER, Pocket, 2 inch	EA
7330-01-E08-0689	THERMOMETER, Refrigerator, Round, with Color Fields	EA

SUPPLIES/SERVICES AND PRICES**FOOD SERVICE OPERATING SUPPLIES (FSOS) (continued):**

All Food Service Operating Supplies (FSOS) items are subject and inclusive under Federal Acquisition Regulations (FAR) restricting nations to source supplies. Reference cited includes, but not limited to the below as follows:

FAR Subpart 25.7 – Prohibited Sources - 25.701 Restrictions

(a)(1) The Government generally does not acquire supplies or services that cannot be imported lawfully into the United States. Therefore, except as provided in paragraph (a)(2) of this section, even for overseas use, agencies and their contractors and subcontractors must not acquire any supplies or services originating from sources within, or that were located in or transported from or through:

- (i) Cuba (31CFR Part 515);
- (ii) Iran (31 CFR Part 560);
- (iii) Iraq (31 CFR Part 575);
- (iv) Libya (31 CFR Part 550);
- (v) North Korea (31 CFR Part 500);
- (vi) Sudan (31 CFR Part 538);
- (vii) Territory of Afghanistan controlled by the Taliban (Executive Order 131129 of July 4, 1999, Blocking Property and Prohibiting Transactions With the Taliban);
or
- (viii) Serbia, excluding the territory of Kosovo (Executive Order 13121 of April 30, 1999, Blocking Property of the Governments of the Federal Republic of Yugoslavia (Serbia and Montenegro, and Prohibiting trade transactions involving the Federal Republic of Yugoslavia (Serbia and Montenegro) in Response to the Situation in Kosovo).

MUSIC ITEMS:

The acronym "MUSIC" stands for "Military Unique Subsistence Item Coordination". The Navy has designated the items listed below as "military unique". DSCP has contracted with the Advocacy and Resources Corporation to maintain a supply of these items to be provided to the Prime Vendor supplying Naval Ships afloat.

The MUSIC contract provides for shipment of products ordered by the Prime Vendor no sooner than five (5), but no later than seven (7) working days after receipt of order. It is mandatory that you obtain the MUSIC items listed below from:

Advocacy & Resources Corporation
435 Gould Drive
Cookeville, TN
POC: Ms. Terri McRae,
Executive Director
Voice: (931) 432-5981

SUPPLIES/SERVICES AND PRICES**MUSIC ITEMS (Continued):**

<u>NSN</u>	<u>ITEM</u>
8910-00-082-5734	Cheese, Cottage, Dehyd., no. 10 size can
8910-00-965-1553	Egg Mix, Dehyd. No. 3 cylinder size no.
8910-01-091-7209	Milk, Dry, Nonfat, 4 lb., No. 10 can
8915-01-004-6676	Potato Mix, Dehyd, 2-½ lb., No. 10 can
8920-00-165-6868	Flour, Wheat, Bread flour, 35 lb can
8920-01-466-6511	Flour, Wheat, Alternate Pack
8925-00-223-5504	Sugar, Refined, Granulated 35 lb can
8925-01-466-6521	Sugar, Refined, Alternate Pack
8945-00-080-9396	Shortening, General Purpose, 5 gal. Can

NATIONAL CONTRACTS:

From time to time during the performance of this contract, DSCP may issue Indefinite Delivery Type Contracts (IDTCs) for specific products to be distributed by TWI. TWI will be required to obtain the specific products identified in the IDTCs. The price charged by TWI to the ordering activity will not exceed that cited in the IDTC, plus TWI's negotiated distribution fee. At the time of the award and at other times when applicable, DSCP will provide TWI with a list of all IDTCs awarded and their terms and conditions. TWI shall have 30 days within which to implement the terms and conditions of the awarded IDTCs.

CARGO ITEMS:

The acronym "CARGO" stands for "Consolidated Afloat Requisitioning Guide, Overseas". These items are included in the "Current Cataloged Items" attachment and identified with an asterisk. They must be supplied in accordance with the exact weight, pack and cube sizes identified in the item description.

These items represent basic stock items for the Navy. They are top seller/users on the Navy ships. DSCP will provide the latest list of CARGO items to TWI. The Navy updates the list two times per year, usually in June and December. They will normally provide the Prime Vendor at least three months notice before the changes are to take effect.

Q-COG ITEMS:

Definition: Health and comfort type items such as toiletries and snacks for resale in the ship stores. These items are included in the Current Cataloged Items attachment and identified with a double asterisk. They must be supplied in accordance with the exact weight, pack, and cube sizes identified in the item description.

SUPPLIES/SERVICES AND PRICES**Q-COG ITEMS (Continued):**

These items represent basic stock items for the Navy. They are top seller/users on the Navy ships. DSCP will provide TWI with the latest list of Q-COG Items. The Navy updates the list two times per year, usually in June and December. They will normally provide TWI at least three months notice before the changes to the catalog are to take effect.

The Department of Defense currently has in place contracts, awarded by the Naval Exchange Command (NEXCOM) for all Q-COG items. These contracts establish the delivered prices for each item. The Prime Vendor is required to obtain these items from the contractors that NEXCOM holds the Q-COG contracts with. The only time that a Prime Vendor may go to another source for Q-COG items is if they can demonstrate to the contracting officer that they can obtain these same products at a lesser price, the NEXCOM contractor can not meet the lead times required of the Prime Vendor or if there is no NEXCOM contract in place for Q-COG item(s).

Where brand names are specified on the catalog, assortment will be limited to those brands indicated. **IN NO CASE** shall substitutions of items or brands be made without prior approval of the CTF-63.

UNIT PRICES:

The Unit Price consists of the "Delivered Price", plus the "Distribution Price". "Delivered Price" is also known as "product price", and/or "landed costs"). For CONUS purchases, the delivered price is the manufacturer/supplier's actual invoice price (in U.S. currency) to deliver product to the Prime Vendor's CONUS distribution point.

NOTE: For those items being picked up by the Defense Transportation System (DTS) from the manufacturer/supplier's facility (also known as "source load" or "drop shipment"), the delivered price is the manufacturer/supplier's actual invoice price (in U.S. currency) for product only. The delivered price in this instance shall not include any transportation costs to the Prime Vendor's CONUS distribution point.

For OCONUS purchases, the delivered price is the manufacturer/supplier's actual invoice price (in U.S. currency) to deliver product to the Prime Vendor's OCONUS distribution point. NOTE: For those items being delivered directly to the end-user customer from the OCONUS manufacturer/supplier (for example: chemical products), the delivered price shall not include transportation costs, as those would be considered as part of the Distribution Price.

NOTE: Multiple unit prices for the same item are not permitted.

PRICE CHANGES:

The "Delivered Price" portion of the "Unit Price" may change every other Monday based on the contractor's last invoiced price. The "Distribution Price" portion of the "Unit Price" will remain unchanged throughout the life of the contract,

Distribution Fees and Categories are listed on pages 9 through 13 of this contract.

SUPPLIES/SERVICES AND PRICES**OPTION YEAR PRICING:**

TWI's distribution prices will remain the same for the four (4) available option periods of up to one year each, in the event that these options are invoked.

This contract guarantees a minimum of fifteen (15%) of the award value of the estimated quantities per contract. The estimated dollar value of the base year of this contract is \$22,785,480.00, with a guaranteed minimum of \$3,417,822.00. The normal maximum ceiling will be 200% of the award value of the estimated quantities per contract year, or \$45,570,960.00.

The Government reserves the right to unilaterally execute a higher alternate ceiling of 1200 percent (1200%) of the total award value, in the event of emergencies/contingencies.

The minimum and maximum percentages indicated above also apply to the individual option periods, if invoked.

OPTION RENEWAL:

The Contracting Officer may extend the term of this contract for four (4) additional one year period(s) by written notice to the Contractor within the time specified in the schedule; provided the Contracting Officer shall give the Contractor a preliminary written **notice of intent to extend** at least 90 days before expiration of the contract. The preliminary notice does not commit the Government to an extension.

The option to extend the term of the contract shall be exercised not later than sixty (60) days before the expiration date of the contract.

CONVERSION OF DISTRIBUTION FEES:

The "Unit of Issue" for the majority of categories was created to coincide with the Federal Supply Catalog. All other categories use the most common denominator (i.e., #10 can, gallon, case, container, dozen, pound, box, bottle, jar, etc.) which is defined as the industry standard pack size. These standard industry pack sizes can be used to convert any institutional case pack into the appropriate distribution fee.

DISTRIBUTION FEES FOR OPERATIONAL DEPLOYMENT ZONES AND BACK UP ZONE SUPPORT:

If situations call for the Prime Vendor (TWI) to operate in an Operational Deployment Zone, or in the Back Up Zone, distribution fees will be negotiated at the time these Zones are enacted.

SUPPLIES/SERVICES AND PRICES**DISTRIBUTION FEES (BASE YEAR):**

The distribution fees for the Base Year of this contract are as follows:

<u>CATEGORY NUMBER</u>	<u>PRODUCT/ CATEGORY</u>	<u>DISTRIBUTION PRICE PER CASE/LB</u>
1	Beef (Pre-cut Steaks) (Raw)	██████
2	Beef (Other) (Raw)	██████
3	Pork or Lamb (Raw)	██████
4	Poultry (Raw)	██████
5	Seafood (Shellfish) (Raw)	██████
6	Seafood (Canned) (Raw)	██████
7	Seafood (Other than shellfish or canned)	██████
8	Fruits/Vegetables (Frozen)	██████
9	Fruits/Vegetables/Tomato Paste (Number 10 Size Cans)	██████
10	Fruits/Vegetables/Tomato Paste (Non-refrigerated – other than number 10 size cans)	██████
11	Cereals	██████
12	Pasta or Rice	██████

SUPPLIES/SERVICES AND PRICES

<u>CATEGORY NUMBER</u>	<u>PRODUCT/ CATEGORY</u>	<u>DISTRIBUTION PRICE PER CASE/LB</u>
13	Prepared Foods/Entrees/Precooked Foods-Frozen (Heat & Eat – No Other Preparation Required)	
14	Snack Foods (to include Chips, Cookies, Granola Bars, Candy, Individual Pastries)	
15	Soups, Bouillons, Gravy Bases or Gravy Mixes	
16	Cheese	
17	Dairy (Other than cheese)	
18	Bakery Products to include doughs (Chilled or Frozen)	
19	Baking mixes, Baking Ingredients or Pie Fillings	
20	Spices, Flavorings or Food Colorings	
21	Sugar or Flour (Bulk sizes)	
22	Dressings, Sauces, Toppings, Syrups, Condiments, Jams or Jellies – Bulk Sizes	

SUPPLIES/SERVICES AND PRICES

23	Dressings, Sauces, Toppings, Syrups, Condiments, Jams or Jellies – Table top sizes or individual/portion controlled sized items	████████
24	Shortenings and Oils (i.e., cooking oil, salad oil, olive oil, etc.)	████████
25	Coffee, Tea or Cocoa (Dry)	████████
26	Beverages	████████
27	Beverage Bases and Concentrates (liquid or dry) to include dispenser products	████████
28	Other Refrigerated Food Products Not Covered Above	████████
29	Other Non-Refrigerated Food Products Not Covered Above	████████
30	Toiletries/Health and Comfort Items	████████
31	Film	████████
32	Other Non-Food Products (excluding Food Service Operational Supplies (FSOS))	████████
33	FSOS (Chemicals or Cleaning Agents)	████████

SUPPLIES/SERVICES AND PRICES

<u>CATEGORY NUMBER</u>	<u>PRODUCT/ CATEGORY</u>	<u>DISTRIBUTION PRICE PER CASE/LB</u>
34	FSOS Other (Items Issued Individually)	████████
35	FSOS Other (Items Issued By Case)	████████
36	Government Furnished Materials (GFM) for Prime Vendor Distribution of FF&V and other Perishable Items (i.e., Fresh Bakery, Dairy and Other Items that are required to be cooled, chilled or frozen to maintain wholesomeness) Locally Purchased by DSCPE (Zones I and II Only)	████████
37	Prime Vendor Cataloged Items which are Not In Stock (NIS) which DSCPE furnishes to Prime Vendors as GFM Material for distribution	████████
38	GFM – UGR-H&S Group Rations (Zone I Only)	████████
39	GFM – UGR-A Semiperishable Group Rations (number of cases per unit of issue =2) (Zone I Only)	████████
40	GFM – UGR-A Breakfast Perishable Group Rations (Zone I Only)	████████

SUPPLIES/SERVICES AND PRICES

<u>CATEGORY NUMBER</u>	<u>PRODUCT/ CATEGORY</u>	<u>DISTRIBUTION PRICE PER CASE/LB</u>		
41	GFM – UGR-A Dinner Perishable Group Rations (Zone I Only)	████████		
42	GFM – Individual Feeding Rations (Zone I Only)	████████		
43	Prime Vendor FF&V (BPA - Zone III Only)	████		
44	Prime Vendor Dairy and other items that are required to be cooled, chilled or frozen to maintain wholesomeness (BPA – Zone III Only)	████		
45	Prime Vendor Fresh Bakery (BPA – Zone III Only)	████		
LSN	ACTION	Unit	# of CASES	Fee
UGR-A’s	Open Case Inspection and Rework	CS	1	████████
UGR-A’s	Disposal	CS	1	████████

TRANSPORTATION:

Referring to page #24 of the solicitation, paragraph **26. TRANSPORTATION**, subparagraph B. **INSURANCE/LIABILITY AND CLAIMS**, delete referenced MTMC Point of Contact, and replace with the following information:

MTMC OPGEN
ATTN: MTOP-GD-CS (Pam Mainor)
Room WS 86-2N
661 Sheppard Place
Ft. Eustis, VA 23604

Phone: (757) 878-8622/7454 – (DSN is 826)
Fax: (757) 878-7994

DESCRIPTIONS/SPECIFICATIONS

ORDER FILL AND SUBSTITUTION POLICY:

All supplies ordered shall be furnished on a “fill or kill” basis. In no case shall substitutions of items or brands be made without prior approval of the service representative. Partial shipments are acceptable if the customer is notified in advance and agrees to the partial shipments; however, the unfilled quantity is to be reported as NIS.

Prime Vendor is required to have procedures for handling not-in-stock (NIS) situations. The Prime Vendor is required to stipulate timeframes in which the NIS item will be identified to the customer prior to the delivery, in order that a substitute item may be requisitioned. Only substitutes of comparable description, quality and price may be offered to the customer. Where brand names are specified on the catalog, through use mandatory contracts or specific NAPA assigned stock numbers, assortment will be limited to those brands indicated.

PACKAGING, PACKING, PALLETIZATION AND MARKING

All packaging, packing, palletization and marking shall be in accordance with good commercial practices. Labeling shall be in accordance with commercial labeling in compliance with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with National Motor Freight Classification and Uniform Freight Classification.

Refer to solicitation pages 48 through 51, as amended; especially for Naval T-AFS special packaging and marking requirements (applicable under back-up zone requirement/enactment only).

INSPECTION AND ACCEPTANCE

Final inspection and acceptance of products will be performed at **final** Destination, with the exception of product destined for Saudi Arabia and Kuwait (Back-Up Zone requirements only), which will be acceptance at origin. **The inspection is normally limited to identity, count and condition**; however, all food deliveries are subject to military veterinary inspection and all delivery vehicles are subject to sanitary inspections at destination.

Each authorized receiving official at each delivery location will be responsible to sign for and to accept products as they are delivered. **The final disposition rests with the authorized final receiving official.**

For additional Inspection and Acceptance requirements, refer to solicitation, pages 52 through 54, as amended.

DELIVERY AND PERFORMANCE**ORDER PLACEMENT/CUSTOMER DELIVERY LEAD-TIMES:**

Ordering of supplies under this contract will be performed by the ordering activities via the Subsistence Total Ordering and Receipting Electronic Systems (STORES), or via STORES Web. Items should correspond to the items detailed in the Prime Vendor's (TWI) STORES catalog, developed in keeping with the customer's needs. Orders may be placed from 7:30 a.m. to 5:00 p.m. – Monday through Friday. Changes to this schedule will be permitted upon mutual agreement of Theodor Wille Intertrade (TWI) and the customer(s).

Normal routine deliveries for Zone I shall be made within 48 hours of order placement. Deliveries shall average 1-3 times per week to each customer. Certain customers, such as Military Hospitals, Child Care Centers and other facilities serviced may require more frequent deliveries due to such factors as less storage capacity. Navy ships and remote customers may require less frequent deliveries. For more details, see "Delivery Requirements" in the Descriptions/Specifications section and "Point of Delivery" in the Deliveries and Performance section of the solicitation, as amended.

NOTE: TWI indicates a 72 hour lead-time requirement for the remote locations of Poland and Hungary (Zone I).

PALLETS:

The contractor is responsible for the purchase of all pallets. Refer to the solicitation, pages 48 through 51 (as amended) for Packaging, Marking and Palletization requirements.

EMERGENCY ORDERS:

The Prime Vendor shall provide the same day emergency service to ordering facilities. The Prime Vendor shall provide a minimum of two emergency orders (excluding mobilization actions) per month, per installation, at no additional charge. Expeditious fulfillment of the emergency requirements is imperative. The Prime Vendor is responsible for providing the ordering facilities the name of the Customer Service Representative for notification of receipt and handling of such emergency service and will provide their business phone number, fax number, email address, and/or pager number.

DELIVERY LOCATIONS:

Theodor Wille Intertrade (TWI) GmbH will be required to make deliveries to the customer locations listed, (as amended) on pages 58 through 69 (includes ZONE II – Back up Zone customers).

In the event the delivery area (location) is secured, TWI will be required to obtain security clearances for all personnel and vehicles entering secured areas. TWI agrees to provide personnel and vehicle identification information on all vehicles expected to be put into service in advance of their dispatch from their OCONUS facility(s).

The U.S. military body is the only body being authorized to issue a security clearance; however, it is the duty of TWI to see to it that such clearance is being issued without delay.

DELIVERY AND PERFORMANCE

STATUS OF FORCES AGREEMENTS (SOFA)

The NATO Status of Forces Agreement (SOFA), and each country's implementing agreements or statutes govern shipments to US facilities in NATO countries. Shipments to other than NATO countries are subject to whatever country-to-country agreements may exist between those countries and the United States. Offerors are therefore responsible for ascertaining, for all countries to which their offers apply, the precise rules & regulations, limitations, documentation requirements, and restrictions that apply to imports for the use of the U.S. Forces.

The NATO SOFA permits the import of subsistence items and other supplies intended for the U.S. Forces, free of duties and taxes. Stationing agreements with non-NATO countries, **to the best of DSCP's knowledge at this time**, contain similar provisions. As a result, all products intended for overseas shipments under this contract must be shipped from the United States in containers separate from any product shipped for the Prime Vendor's commercial customers.

Furthermore, SOFA supplements and stationing agreements may provide for specific markings on the containers. Contractors must identify any such marking requirements and ensure that the markings are properly applied.

CUSTOMS

The Prime Vendor is responsible for all customs clearance from his OCONUS facility(s) to the final delivery points. MTMC will be responsible for customs clearance from the Port of Embarkation through to the Prime Vendor's OCONUS facility(s). The Prime Vendor shall comply with country agreements for the receipt of products duty free. The Prime Vendor shall not rely on the U.S. Government to circumvent country custom procedures. For example, countries may require bonded warehouses for import of duty free products.

ADDITIONAL CUSTOMERS

Additional DLA authorized customers in the solicited zones may be added or deleted at no additional cost to the Government, based on a mutually agreed upon implementation plan.

Such authorized customers may include commissaries run by United States embassies and consulates throughout Zones I and II. In regard to Portugal, additional customers may be added to Zone II. In regard to France, additional customers may be added to Zones I or II.

In determining which Prime Vendor will service which additional customer, DSCP may consider factors such as proximity to existing Prime Vendor facilities, contract dollar thresholds, total asset visibility, past performance and DTS service and availability.

Any United States embassy or consulate outside of the solicited zones may be added to zones I or II, at a negotiated cost using the above factors of consideration.

DELIVERY AND PERFORMANCE**CONUS PLANT LOCATIONS:**

IJ Valdosta / Joseph Export Division
P.O. Box 1187
Valdosta GA 31603

(For surge, mobilization and
operational deployment):

IJ Company
P.O. Box 51890
Knoxville TN 37950

OVERSEAS DISTRIBUTION FACILITIES:

PINGUIN TRANSKALTE GMBH
Am Schindberg 10-16
Bischofsheim Germany

ENDRES GmbH & Co KG
Sandacker 6B
97076 Wurzburg Germany

ES-KO International Inc.
c/o Gavrilovic d.o.o.
Duga Ulica 59
44250 Petrinja / Croatia

Turners (Soham) Ltd
Landwade Road
Exning, New Market
CB 7NR / United Kingdom

The transportation method will be via DSCP's Office of Transportation/Distribution's Vendor Express (VENEX) system. Refer to pages 27 through 29 of solicitation, as amended for additional transportation requirements:

CONUS DISTRIBUTION POINT:

**To Be Determined At Time of
Booking**

OCONUS DISTRIBUTION POINT:

**New Market, United Kingdom
Bischofsheim, Germany
Petrinja, Croatia
Wurzburg, Germany**

DELIVERY AND PERFORMANCE**HOLIDAYS**

All orders are to be delivered on the specified delivery date. However, when a scheduled delivery falls on a holiday, the Prime Vendor shall make delivery arrangements in advance with the customer to prevent disruption of service. Upon request, the Contracting Officer Representative will assist in identifying country specific holidays.

The dates in listing 1) indicated below are for Germany reflect federal holidays as well as announced USAREUR training holidays through Fiscal Year 2004. Listing 2) is a separate listing of Germany holidays through Fiscal Year 2004:

1) FOR GERMANY (2003/2004):

May 23-26, 2003
June 20, 2003
July 4-7, 2003
August 8, 2003
August 29, 2003
September 1, 2003
October 10-13, 2003
November 10-11, 2003
November 27-28, 2003
December 24-25, 2003
December 31 – January 1, 2004
January 16-19, 2004
February 13-16, 2004
March 15, 2004
April 2, 2004
May 28-31, 2004
June 21, 2004
July 2-5, 2004
August 9, 2004
September 3-6, 2004

2) GERMAN HOLIDAYS (2003/2004):

May 29, 2003
June 9, 2003
June 19, 2003
August 15, 2003
October 3, 2003
October 31, 2003
November 1, 2003
November 19, 2003
December 25-26, 2003
January 1, 2004
January 6, 2004
April 9, 2004
April 11-12, 2004
May 1, 2004
May 20, 2004
May 30-31, 2004
June 10, 2004
August 15, 2004

Note: Refer to website: www.hqusareur.army.mil/USAREURTrainingHolidays

DELIVERY AND PERFORMANCE

The dates indicated below for the UK are observed bank and public holidays through Fiscal Year 2004:

FOR UK (2003/2004):

May 26, 2003
August 25, 2003
December 25-26, 2003
January 1, 2004
April 9, 2004
April 12, 2004
May 3, 2004
May 31, 2004
August 30, 2004
December 25-26, 2004
December 27, 2004
December 28, 2004
January 1, 2005
March 25, 2005
March 28, 2005
May 2, 2005
May 30, 2005
August 29, 2005

NOTE: Refer to website: http://www.dti.gov.uk/er/work_time_regs

CONTRACT ADMINISTRATION DATA**CONTRACTING AUTHORITY:**

A. The DSCP Contracting Officer is the only person authorized to approve changes, or modify any requirement of the resultant contracts. Notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the DSCP Contracting Officer.

B. In the event the Prime Vendor effects any change at the direction of any person other than the DSCP Contracting Officer, or the Contracting Officer's Representative (COR), although that person may possess "apparent Government authority", the change will be considered to have been made without authority and no adjustment will be made under this contract to cover any increase in costs as a result thereof.

C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

INVOICING:

A. All invoicing for payment is to be filed electronically using EDI Transaction set 810. (See Attachment 5). No paper invoices should be submitted to DFAS for payment.

B. All invoices submitted by the Prime Vendor must be "clean", i.e., all debits and/or credits must be reflected on the invoice prior to its submission. All invoices must start with the lowest clin number assigned, and invoice's numerical sequence should agree with the customers Purchase Order.

C. Invoice transactions may be submitted to DFAS Columbus daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice.

D. The same invoice cannot be submitted with different dollar amounts, without approval by DSCP.

E. The Prime Vendor will be required to submit test 810 transactions sets 30 days prior to first order.

F. Invoices may not be submitted as "LIVE DATA", until a test transaction set has been cleared by DSCP.

G. For catch weight items, the standard rounding method must be observed, i.e. <5 – the weight of the item is rounded down, = or >5 – the weight of the item is rounded up, with all weights rounded to whole pounds.

H. **ADD-ON ITEMS BY PRIME VENDOR CONTRACTORS** – When a Prime Vendor customer adds an item to an existing order (e.g. "9999 clin"), the Prime Vendor contractor should add these items to the end of the original invoice. An "add-on" is an item or items ordered after the original electronic order has already been released, and must be placed through other means; e.g. by telephone, fax, etc., but the items will be delivered along with the original order. When add-ons are invoiced separately in lieu of with the invoice for the original order, it greatly complicates the payment process. A clean invoice, i.e., an invoice that totally matches what was delivered expedites the payment process considerably. Therefore, DSCP **strongly encourages** our Prime Vendors to invoice as above.

CONTRACT ADMINISTRATION DATA**PAYMENTS:**

A. Defense Finance Accounting Center (DFAS) Columbus is the payment office for this acquisition. The DFAS Columbus Center's Website address is:

<http://www.dfas.mil/money/vendor/>

B. Payments of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause **52.212-4 "Contract Terms and Conditions – Commercial Items"**, appearing in the section of this solicitation entitled "**Contract Clauses**".

C. Payment is currently being made in approximately 7 days after the receipt of a proper invoice; however, it is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903).

D. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from the Prime Vendors' financial institution.

E. The Government intends to make payments under the resultant contract(s) by Electronic Funds Transfer (EFT). Reference Clause **52.232-33, "Mandatory Information for Electronic Funds Transfer Payment"** appearing in the section of this solicitation entitled "**Contract Clauses**". However, the election as to whether to make payment by check or by Electronic Funds Transfer is at the option of the Government.

MAILING ADDRESS (REMIT TO) FOR PAYMENT AND CONTRACTOR INFORMATION:

CAGE CODE: 0DB096

REMIT TO CODE: ZDF430

THEODOR WILLE INTERTRADE GmbH
FERNINANDSTRASSE 75
HAMBURG 200095, GERMANY

DUNS NUMBER: 3202 128 22

ADMINISTRATION:

A. Administration for the basic Indefinite Quantity contracts resulting from this solicitation will be performed by DSCP. A designated representative at the ordering activity, which placed the actual order, will perform administration on individual delivery orders. In this regard, administration includes approving product substitutions, placing orders, determining delivery date, quantities, and item changes, and receipting of products received.

B. Any changes or modifications to orders, outside the terms contemplated in this solicitation, must be first approved by the DSCP Contracting Officer.

CONTRACT ADMINISTRATION DATA**MANAGEMENT REPORTS**

All offerors are advised to refer to the listing indicated below which outlines all Management Reports that are required of the Prime Vendors upon receiving the Contract award and implementation of the Contract requirements. The fill rate report must be submitted on a weekly basis, every Wednesday no later than close of business. Monthly reports shall be cumulative for a one (1) month period, and must be submitted no later than the seventh (7th) day of the following month; e.g., for the reporting period of January 1 through January 31 – referenced reports must be received by February 7. Note: The Government reserves the right to require the submission of additional reports or the following reports on a more frequent basis.

A. Weekly Fill Rate Report

The Prime Vendor will submit a weekly report reflecting the previous weeks business, by customer per individual distribution platform area and overall, to the DSCP Contracting Officer with the following information:

1. Fill Rate without Substitutions
2. Fill Rate with Substitutions
3. List of all items that were Not In Stock (NIS), returned, damaged, mispicked, etc.
4. List all items that were “substituted”, and indicate the reason they were substituted

B. Monthly Small Business Subcontracting Report

1. List products manufactured and/or supplied by Small businesses, Small Disadvantaged Businesses, Minority-owned Small Businesses, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH), Hub-Zone Small Businesses Women-owned Small Businesses, Women-owned Small Disadvantaged Businesses, and Veteran-owned Small Businesses.

This report should be sorted by manufacturer/supplier, and include (at a minimum) quantities and dollar values. **Note:** This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs.

2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA doesn't mandate that their goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Labor Surplus Areas, historically Black Colleges or Universities and Minority Institutions.

C. Monthly Slow Movers Report – This report should list all items that are not moving as originally forecasted and where shelf life expiration is a concern. The report should be sorted by item description and show quantity, dollar value, NSN, unit of issue, unit of measure, purchase ratio factor, original shelf life and shelf life remaining.

CONTRACT ADMINISTRATION DATA**MANAGEMENT REPORTS (Continued):****D. Rebate Reports –**

1. **Monthly General Rebates** – All rebates that have been passed along to the customer via off-price reductions shall be summarized by listing each customer and the rebate amount. Also include the manufacturer offering the rebate and the product usage. The total should be per customer and per contract.

2. **Monthly NAPA Report** – This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. The Prime Vendors shall list each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.

3. **Food Show Rebates** – This report should show a detailed break out of all savings received at your Food Show(s). This report is not a monthly requirement, but is based on the time of your Food Show(s). It shall be submitted within 2 weeks after food show savings end showing actual savings. The Prime Vendor shall list each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

E. Monthly Not-In-Stock Report – Sorted by date order was placed, line item, number of units ordered, number of units not received, total dollar value of units ordered and total dollar amounts of units not received. Dollar amounts will be subtotaled by product category, as well as by overall total.

F. Monthly Rejection Report – Sorted by line item, number of units received, number of units rejected, total dollar amount of unit received, and the total dollar amounts of units rejected. Dollar amounts should be subtotaled by product category, as well as by overall total.

G. Monthly Customer Service Report -- The Prime Vendor shall develop and provide a report to the DSCP Contracting Officer summarizing all discrepancies and complaints received from their ordering activities. This report shall also report the actions taken by the Prime Vendor to resolve their customer's discrepancies and complaints.

H. Monthly Descending Dollar Value Report – sorted by line item; each line to contain at a minimum, DSCP Stock Number, Item Description, Pack or Size, Brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled.

I. Monthly Descending Case Volume Purchases Report – Sorted by line item; each line to contain at a minimum, DSCP Stock Number, Item Description, Product category, Pack or Size, Brand Description, quantity, and total dollar value of units shipped. Dollar amounts will be subtotaled by product category, as well as by overall total.

CONTRACT ADMINISTRATION DATA**MANAGEMENT REPORTS (Continued):**

J. Vendor Catalog Report (to be submitted with each catalog update) – Sorted by Item Description. Prime Vendors must list all information including DSCP Stock Number, Prime Vendor Part Number, Item Description, Item Category, DSCP Unit of Issue, Delivered Price (the actual invoice price (in U.S. Currency) of the product paid to the manufacturer/supplier, for delivery of product to offeror's CONUS distribution point), Distribution Price and the Purchase Ratio Factor.

K. Total Asset Visibility Report (to be submitted within 8 hours of Contracting Officer request) – A spreadsheet that shows vendor on-hand and due-in data.

TWI POINTS OF CONTACT:**Theodor Wille Intertrade (TWI) GmbH**

Corporate Office / Headquarters

Pinguin Transkalte GmbH & Co KG

Am Schindberg 10-16
65474 Bischofsheim / Germany

011-49-6144-499109 / 108 / 107 / 103 / 102 (Office)

011-49-6144-499400 (Fax)

E-mail: mail@primevendor.de

Internet: www.theodorwille.com

New Administrative Offices:

Am Schindberg 9, 3. etage
65474 Bischofsheim / Germany

011-49-6144-499119 (Office)

011-49-6144-336998 (Fax)

Richard M. Hester / Managing Director

1-704-660-9172 (N.C. Office)

1-704-660-5517 (Fax)

1-704-408-3533 (Cell Phone)

richhester@earthlink.net

Roger Ixtlahuac / General Manager

011-49-6144-499108 (Office)

011-49-172-8454861 (Cell Phone)

rogerx@primevendor.de

Vincent Sturdivant / Customer Service

011-49-6144-499109 (Office)

011-49-173-2121723 (Cell Phone)

vincents@primevendor.de

CONTRACT ADMINISTRATION DATA**TWI POINTS OF CONTACT (Continued):**

Mike Braddock / Customer Service Manager
011-49-6144-499131 (Office)
011-49-6144-499400 (Fax)
011-49-173-3020910 (Cell Phone)
mikeb@primevendor.de

Albert Stubbs / Chief, Transportation Operations
Prime Vendor North
Telephone: 06144-499102
Fax: 06144-499400
alberts@primevendor.de

Stan Douglas / Transportation & Logistics Manager
011-49-6144-499102 (Office)
011-49-171-4372251 (Cell Phone)
stand@primevendor.de

Roger Lykens / Order Processing
011-49-6144-499103 (Office)
011-49-611-608415 (Cell Phone)
rogerl@primevendor.de

Bob Beckham / MRO Sales Coordinator / FSOS Project Manager
011-49-6144-499112 (Office)
011-49-6144-499400 (Fax)
011-49-(0)911-6411-9339 (Home Fax)
011-49-172-4053560 (Cell Phone)
bobb@primevendor.de

FSOS ITEMS

ENDRES GmbH & Co KG
Sandacker 6B
97076 Würzburg, Germany
011-49-09-31-2-7002-0 (Ofc)
011-09-31-2-7002-22 (Fax)

Würzburger Strasse 3
98529 Suhl, Germany
011-49-036-81-30-82-03 (Ofc)
011-49-036-81-30-8205 (Fax)

e-mail: info@endres-hygiene.de
Website: www.endres-hygiene.de

CONTRACT ADMINISTRATION DATA**TWI POINTS OF CONTACT (Continued):*****OPERATION JOINT FORGE (OJF) Operations / Bosnia-Herzegovina*****ES-KO International Inc.**

c/o Gavrilovic d.o.o.

Duga Ulica 59

44250 Petrinja / Croatia

Mark Orthman / OJF Platform Manager

011-385-44-816382 (Office)

011-385-44-812206 (Fax)

011-385-91-5161971 (Cell Phone)

011-385-44-814728 (Home)

marko@primevendor.de

UNITED KINGDOM (U.K.) Operations

Turners Warehouse

Turners (Soham) Ltd

Landwade Road

Exning, New Market

CB 7NR / United Kingdom

World Transport Agency (WTA) Ltd.

19/21 Schneider Close

Felixstowe, Suffolk IP 118SS

United Kingdom

Matthew M. White / Account Manager

World Transport Agency (WTA)

011-44-1394-695374 (Office)

011-44-1394-673721 (Fax)

011-44-07818-090338 (Mobile)

matthew.white@wta.co.uk

(CONUS U.S. FOOD SUPPLIER)**I J (Institutional Jobbers) Company**

4721 Singleton Station Road

Louisville, Tennessee 37777

1-800-251-2005

Mark Hogan / General Manager

865-970-7800 (Office) x5572

865-659-8058 (Cell Phone)

mhogan@IJCompany.com

CONTRACT ADMINISTRATION DATA**TWI POINTS OF CONTACT (Continued):*****(CONUS U.S. EXPORT DIVISION)*****I J Valdosta / Joseph Export Division**

P.O. Box 1187
107 Avenue B
Valdosta, Georgia 31603
1-800-333-2261

Roger Walker / General Sales Manager

1-229-242-0867 (Office) x275
1-229-242-8877 (Fax)
rwalker@IJCompany.com

Tina Broomberg / Customer Service Manager

1-229-242-0867 (Office) x273
1-229-242-8877 (Fax)
tbroom@IJCompany.com

John Stokes / General Manager

1-229-242-0867 (Office) x223
1-229-242-8877 (Fax)
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Candi Rhodes / Export Van Planning

Sourceload Items for Transport
1-229-242-0867 (Office) x262
crhodes@IJCompany.com

Susan Segerstrom / Export Van Planning

Warehouse / Inventory Items for Transport
1-229-242-0867 (Office) x239
ssegerstrom@IJCompany.com

DSCP POINTS OF CONTACT:**DSCP PHILADELPHIA**

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DSCPE (EUROPE)

Major Joseph Alvarez
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Ms. MaryJane Garza
Prime Vendor Account Manager
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Email: mgarza@europe.dla.mil

Mr. James Doyel
Contracting Officer's Representative (COR)
Telephone: 49 6144 964 949
Fax: 49 6144 964 971
Email: jdoyel@europe.dla.mil